

# EXHIBIT

# A

CONFIDENTIAL - PROTECTED HEALTH INFORMATION

1

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA  
ERIE DIVISION

UNITED STATES OF AMERICA, ex rel. )  
DILBAGH SINGH, M.D., PAUL KIRSCH, )  
M.D., V. RAO NADELLA, M.D., and )  
MARTIN JACOBS, M.D., )

Relators, )

vs. )

Civil Action  
No. 04-186E

BRADFORD REGIONAL MEDICAL CENTER, )  
V&S MEDICAL ASSOCIATES, LLC, )  
PETER VACCARO, M.D., KAMRAN SALEH, )  
M.D., and DOES I through XX, )

Defendants. )

DEPOSITION OF KAMRAN SALEH, M.D.

THURSDAY, AUGUST 9, 2007

Deposition of KAMRAN SALEH, M.D., called as a  
witness by the Plaintiffs, taken pursuant to Notice of  
Deposition and the Federal Rules of Civil Procedure,  
by and before Joy A. Hartman, a Court Reporter and  
Notary Public in and for the Commonwealth of  
Pennsylvania, at the offices of Fox Rothschild, 625  
Liberty Avenue, 29th Floor, Pittsburgh, Pennsylvania  
commencing at 9:31 a.m. on the day and date above set  
forth.

**CONFIDENTIAL**

JOHNSON and MIMLESS  
(412) 765-0744

**COPY**

1 V&S Associates?

2 A. Well, V&S is what I own. I am part owner in  
3 that.

4 Q. It still exists?

5 A. Yes.

6 Q. When did you form V&S?

7 A. Excuse me?

8 Q. When did you form V&S?

9 A. 2000. It was April of 2000.

10 Q. And V&S is a corporation, correct?

11 A. That's right, L.L.C.

12 Q. L.L.C., and it's full name is V&S Associates  
13 L.L.C.?

14 A. V&S Medical Associates, L.L.C.

15 Q. Who were the original shareholders or members  
16 of the company?

17 A. Me, Dr. Saleh, and Dr. Vaccaro.

18 Q. Is the ownership the same today?

19 A. Yes.

20 Q. Have you ever had any other owners?

21 A. No.

22 Q. Do you own it 50-50?

23 A. Yes.

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7

1 Q. Have you had other doctor employees in the  
2 company?

3 A. We had ones for less than a year.

4 Q. Just one?

5 A. Just one.

6 Q. Who was that?

7 A. Dr. Khan.

8 Q. What is his first name?

9 A. Amir, A-m-i-r.

10 Q. And when did he work for you?

11 A. I can't tell you exact dates.

12 Q. Do you have the year, approximately?

13 A. Approximately 2003.

14 Q. Was there a Dr. Jamil?

15 A. He's renting the space from us.

16 Q. But he has never been employed by you?

17 A. No.

18 Q. Is he currently renting space from you?

19 A. Yes.

20 Q. How long has he been renting space?

21 A. Since 2000.

22 Q. What is his first name?

23 A. Qazi, Q-a-z-i.

1 A. Yes.

2 Q. When did you become a citizen?

3 A. I can't tell you exactly.

4 Q. Has it been more than ten years?

5 A. Approximately ten years.

6 Q. After graduating medical school, have you had  
7 any other formal medical education?

8 A. Residency training.

9 Q. Where did you do your residency?

10 A. University of Buffalo.

11 Q. Was that a general residency, or did you have  
12 any specialization?

13 A. Internal medicine.

14 Q. Did you complete the residency?

15 A. Yes.

16 Q. When did you complete it?

17 A. '91 to '94.

18 Q. Any other formal medical training?

19 A. No.

20 Q. Do you have any board certifications?

21 A. Yes.

22 Q. What would that be in?

23 A. Internal medicine.

1 Q. When did you receive that?

2 A. In '94, and then I just -- since that expires  
3 in ten years, I just renewed that.

4 Q. Is that your only board certification?

5 A. Yes.

6 Q. Have you always practiced in internal medicine?

7 A. Yes.

8 Q. Could you tell me briefly what internal  
9 medicine involves?

10 A. Internal medicine involves taking care of  
11 patients both in the office and the hospital, and  
12 usually it deals with adult medicine and all the  
13 common diseases that you see, like high blood  
14 pressure, diabetes, heart disease, they are dealt  
15 with. If there are certain areas where you need  
16 subspecialists, then you refer the patients to the  
17 subspecialist.

18 Q. Within the field of internal medicine, do you  
19 specialize in any area?

20 A. No. I do have an interest in cardiology.

21 Q. With respect to cardiology, what would an  
22 internal physician do?

23 A. Like, you take care of patients in the

1 intensive care unit, and most -- if you go into the  
2 bigger hospitals, most of the internists are not  
3 allowed to take care of patients in the critical care  
4 unit when they are having a heart attack or heart  
5 failure, congestive heart failure. We do all that.

6 Q. Does cardiology make up a substantial  
7 percentage of your work, would you say?

8 MR. RYCHCIK: Objection as to form.

9 A. Well, it does make up some part of it. I can't  
10 tell you how much.

11 Q. Where do you currently have hospital  
12 privileges?

13 A. Excuse me?

14 Q. I'm sorry. Where do you currently have  
15 hospital privileges?

16 A. I have hospital privileges at Bradford Regional  
17 Medical Center, and I have courtesy privileges in  
18 Olean General Hospital.

19 Q. I'm sorry. I didn't understand the last one.

20 A. Olean General Hospital.

21 Q. Oh, Olean, O-l-e-a-n?

22 A. Yes.

23 Q. In the last ten years, have you had privileges

1 at any other hospital?

2 A. Other than these two?

3 Q. Other than these two.

4 A. No.

5 Q. When did you first get your privileges at  
6 Bradford?

7 A. After my residency. Towards the end of '94.

8 Q. What about Olean?

9 A. At the same time.

10 Q. Has V&S' office been located in the same place  
11 since you formed it?

12 A. Yes.

13 Q. Where is its office?

14 A. It is 24 West Washington Street in Bradford.

15 Q. In Bradford?

16 A. Yes.

17 Q. How far is it from Bradford Regional Medical  
18 Center?

19 A. It is about less than a mile.

20 Q. How far is it from the Olean Hospital?

21 A. It is about, roughly, 20 miles.

22 Q. I would like to focus, for a minute, on the  
23 time period before you bought the nuclear camera that



1 is sort of at issue in this litigation. I said  
2 "bought." I should say "leased."

3 Do you recall when you leased that camera?

4 A. I don't know the exact dates, but it was around  
5 2001.

6 Q. Now, in the period before you leased the  
7 camera, could you briefly describe to me the nature of  
8 your practice?

9 A. Well, we are a two-physician group practice,  
10 and we see patients in the office, and if there is  
11 somebody who gets sick and needs to go to the  
12 hospital, we admit them in the hospital and take care  
13 of them in the hospital.

14 Q. At this period of time that we are talking  
15 about, how did most of your patients come to you?

16 MR. RYCHCIK: Again, just to be clear, at  
17 this period of time, we are talking pre2001?

18 MR. SIMPSON: Right.

19 A. Pre2001?

20 Q. Pre2001, before you got the camera, basically.

21 A. They were mostly our patients that we acquired  
22 when we bought the practice from the hospital, and the  
23 new patients are patients that come on the basis of

1 patient referrals or through the ads, the Yellow  
2 Pages.

3 Q. I guess I meant to ask this before, but I will  
4 ask it now: You referred to buying the practice from  
5 the hospital. At some point, you were employed by  
6 Bradford Regional Medical Center; is that correct?

7 A. That's true.

8 Q. Was the same true for Dr. Vaccaro?

9 A. Yes.

10 Q. What was the nature of that employment? Were  
11 you employed as a fulltime hospital-based physician?

12 A. Yes. Yes.

13 Q. During what period of time were you employed by  
14 the hospital?

15 A. Well, up until 2000 and before, maybe, we were  
16 employed for maybe a couple of years. I don't know  
17 exactly.

18 Q. And while you were employed by the hospital, is  
19 that when you came up with the idea to form V&S?

20 A. (The witness nods his head.)

21 MR. RYCHCIK: Objection as to the form.

22 A. We came up with the idea towards the end of the  
23 employment, yes.

1 Q. You mentioned buying out the practice from the  
2 hospital. How did that work?

3 A. Well, we had a contract with the hospital that  
4 had a non-compete clause in it, and we had -- to stay  
5 in Bradford, we had to pay the amount that was  
6 specified in our contract, so that is what we paid.

7 Q. Did the non-compete provide that you couldn't  
8 compete with Bradford for a certain period of time  
9 after you left?

10 A. That's right. Two years.

11 Q. Two years. Do you recall how much you had to  
12 pay to get out of that agreement?

13 A. I think it was \$300,000 for both of us, plus  
14 goodwill.

15 Q. Do you know how much you paid for the goodwill?

16 A. I don't know what the exact number is. It is  
17 probably around \$50,000.

18 MR. RYCHCIK: Again, I don't at any point  
19 in time want you to guess during the  
20 deposition, Doctor. If you have got an  
21 understanding or a knowledge, that's fine.

22 THE WITNESS: Okay.

23 MR. RYCHCIK: But no one here wants you to

1           try to guess.

2           MR. SIMPSON: Well, that's not exactly  
3 true. I might want you to --

4           MR. RYCHCIK: He might want you to try --

5           MR. SIMPSON: I would like you to  
6 estimate. If you think you know that you paid  
7 about 350, but you can't remember if it was 351  
8 or 349, then it is perfectly fine for you to  
9 estimate, say that it is around 350, knowing  
10 that you are not giving me an exact number.

11          MR. RYCHCIK: I don't want you to guess.

12          MR. SIMPSON: I don't want you to guess,  
13 but if you have a basis for estimating, you can  
14 estimate.

15       Q.    So it was sometime in 2000 that you bought out  
16 the practice?

17       A.    Yes, sir.

18       Q.    So going back now to the time period when you  
19 are with V&S before you bought the nuclear camera, you  
20 had mentioned that when patients needed services, you  
21 would refer them out to someone --

22       A.    That's right.

23       Q.    -- in a lot of instances?

1 A. No.

2 Q. Outpatient referrals, they would -- would  
3 outpatient referrals primarily be referrals to have  
4 tests performed on somebody?

5 A. Tests, plus evaluation by the doctors.

6 Q. Were a portion of those outpatient referrals  
7 referred to Bradford or any other hospital?

8 A. Part of it to Bradford, part of it to Hamot  
9 Medical Center, some to Cleveland Clinic, and some to  
10 UPMC, depending on the need.

11 Q. What would be your basis for distinguishing  
12 which hospital you would refer somebody to for an  
13 outpatient test?

14 A. For the testing?

15 Q. Yes.

16 A. That would be for whether the test is available  
17 in that facility and what time frame they can get the  
18 test done and what kind of reading and the quality of  
19 the test performed.

20 Q. Were there certain types of services that could  
21 be performed at multiple hospitals?

22 A. Yes.

23 Q. What types of services would those have been?

1 A. Like blood work, like chest x-ray.

2 Q. And if you had to refer people out for those  
3 types of services, would it be your typical practice  
4 to refer them over to Bradford?

5 MR. RYCHCIK: Objection as to the form.

6 A. Well, what we look at when we refer the patient  
7 for the lab work or for the x-rays is for the  
8 convenience of the patient. Most of our population is  
9 elderly patients, and they actually -- even to come to  
10 the doctor's office, they have to find a ride to come.  
11 So to send them farther away is more difficult, so  
12 they all usually prefer the closest possible testing  
13 place.

14 Q. And that was Bradford, correct?

15 A. And that is Bradford.

16 Q. These other places you mentioned -- Hamot  
17 Medical Center?

18 A. Yes.

19 Q. Where is that?

20 A. It is in Erie.

21 Q. How far away is that from Bradford?

22 A. An hour and a half.

23 Q. I cannot remember the name of the other medical

1 Q. I am trying to focus on how V&S compared to  
2 other physicians in the amount of business that they  
3 referred to Bradford. Did you all refer more or less  
4 than other physicians in the area?

5 So my question is: During this time period, do  
6 you have any information on which to compare your  
7 referrals to other physicians' referrals?

8 A. I don't have any information on that.

9 Q. Do you have any belief?

10 A. Well, I mean we are a two-physician practice.  
11 Most of the practices are solo practices, so that  
12 increases the number of referrals; but Dr. Jamil and  
13 Dr. Kirsch have significant referrals to the hospital.

14 Q. Did you ever have an occasion to attempt to  
15 quantify the number or dollar value of your referrals  
16 to Bradford during this period?

17 A. I don't recall it.

18 Q. Now, I want to talk a little bit about your  
19 decision to lease this nuclear camera. First off,  
20 describe for me what the camera was.

21 A. It is a GE nuclear camera, and the nuclear  
22 camera provides the nuclear testing, and the testing  
23 done is like cardiac stress testing, bone scan,

1 thyroid scan. It is those kind of tests that are  
2 considered specialized x-ray testing.

3 Q. Is this nuclear testing similar to or different  
4 from MRIs and CT scans?

5 A. It is different.

6 Q. How is it different?

7 A. Because the indications are different, and the  
8 tests are different.

9 Q. Are there certain types of tests that --  
10 actually, I'm sorry. I want to rephrase this. You  
11 perform a test in order to learn something about a  
12 patient, correct?

13 A. That's right.

14 Q. Are there ever circumstances where you could  
15 either go with a nuclear camera or with a CT scan or  
16 an MRI?

17 A. Uncommon.

18 Q. Uncommon?

19 A. Yes.

20 Q. So, typically, the type of information you are  
21 seeking to acquire would lead you to pick one or the  
22 other?

23 A. That's true.



1 Q. Usually, you wouldn't have a choice? I mean,  
2 usually, there wouldn't be a gamut of options you  
3 could pick; is that correct?

4 A. The CT scan tests different parts of the body  
5 and different kind of testing, and the nuclear camera  
6 does different -- the information we receive is  
7 different.

8 Q. Now you mentioned stress tests and bone scans  
9 and thyroid scans are things that are done with the  
10 nuclear camera, correct?

11 A. That is true, among some others.

12 Q. Can you give me some other examples of types of  
13 tests that would be done by that nuclear camera?

14 A. Hepatobiliary scan.

15 Q. I'm sorry?

16 A. Hepatobiliary scan.

17 Q. What is that?

18 A. That is the gallbladder scan.

19 Q. Any others?

20 A. That is all I can remember at this time.

21 Q. What do you recall when you started thinking  
22 about acquiring a nuclear camera for your practice?

23 A. I don't recall.

1 Q. Do you know how long it was before you actually  
2 acquired it?

3 A. (No response.)

4 Q. I'm sorry. That might not have been clear. Do  
5 you know how long you were thinking about it before  
6 you actually went ahead and got it?

7 A. Several months.

8 Q. Did you look around at different vendors?

9 A. Yes.

10 Q. You ultimately ended up acquiring it from GE;  
11 is that correct?

12 A. That's true.

13 Q. Who else did you approach to shop around?

14 A. I don't recall.

15 Q. Do you know if it was, you know, more than one  
16 other vendor?

17 A. I don't recall.

18 Q. What was it that made you desirous of acquiring  
19 this camera?

20 A. There were certain issues. One of them was  
21 patient convenience. We can do the test right in the  
22 office, and they don't have to wait for the  
23 registration and all of that that they had to do in

1 the hospital.

2 At that time, the hospital had only one nuclear  
3 camera and the wait time and the scheduling for the  
4 nuclear camera was pretty significant, close to two to  
5 three weeks. If you needed somebody to have an urgent  
6 test, it was difficult to get it in a timely fashion.

7 Q. Are there any other facilities other than  
8 Bradford at this time that -- and I say facilities, I  
9 mean, in the area that you could be sending patients  
10 to that had a nuclear camera?

11 MR. RYCHCIK: Again, you are talking about  
12 the 2001 time frame?

13 MR. SIMPSON: Yeah.

14 Q. Right around the time you got the camera. That  
15 is the time period I am focusing on. Were there any  
16 other facilities other than the hospital that had --

17 A. In town?

18 Q. Within -- I want to focus on the geographic  
19 area to which you would send your patients, whatever  
20 that would be. Okay?

21 A. (No response.)

22 Q. In other words, were there any other options  
23 available for you to send your patients to if they

1 needed a nuclear camera test?

2 A. Well, there is a nuclear testing availability  
3 in Olean General Hospital, but that is, as I mentioned  
4 before, 20 miles away, and most of the patients do not  
5 like to travel that much to get the test done. So  
6 apart from that, there was nothing else available.

7 Q. So pretty much all of your patients that needed  
8 a test, you would be sending them to Bradford for that  
9 before you got your camera?

10 A. Most of them.

11 Q. You said "most of them." Is that "most" 51  
12 percent, or is that "most" 80 percent?

13 A. I can't tell you. I mean, "most" means it is  
14 definitely more than 50 percent.

15 Q. Would you characterize the number that you sent  
16 to Olean as a small percentage?

17 A. Yes.

18 Q. Now, in addition to patient convenience, did  
19 having the nuclear camera on site also allow you to  
20 bill for things that you wouldn't bill for before?

21 A. That's true.

22 Q. What kind of billings were you able to do once  
23 you got the nuclear camera that you didn't do before?

1 frequent as it was before.

2 Q. What would be the reason you would refer  
3 somebody to, say, Bradford rather than doing it in  
4 your own office?

5 A. Sometimes it is the patient's preference. That  
6 is always a factor in the decision where the patient  
7 goes.

8 Q. Would there ever be times when your camera was  
9 just too busy and you didn't have -- you couldn't  
10 squeeze another patient in, and you would refer them  
11 over to Bradford?

12 A. It could be. I don't recall. But sometimes if  
13 you have to have an emergent test done, it is  
14 possible.

15 Q. But would you say the vast majority of nuclear  
16 tests were done in your office?

17 MR. RYCHCIK: Objection as to the form.

18 A. Yes. Most of them were done in our office when  
19 we had the camera.

20 Q. Now, in addition to the tests that would be  
21 done on your nuclear camera, I assume you would also  
22 have, you know, patients who would need other types of  
23 tests like MRIs or CT scans, correct?

1 A. That's true.

2 Q. Did you have facilities in your office to  
3 perform those tests?

4 A. No.

5 Q. Have you ever had facilities in your office to  
6 perform those kind of tests?

7 A. No.

8 Q. Are there any other kind of diagnostic tests  
9 that you have performed in your office?

10 A. We do perform procedures in our office like  
11 EKG, halter monitoring, lung function testing and  
12 ultrasound testing; but not x-ray-related.

13 Q. Do you have just a regular x-ray machine in  
14 your office?

15 A. No.

16 Q. Similar to with the nuclear camera, would you  
17 have generally referred your patients to Bradford for  
18 those types of tests?

19 A. For which types?

20 Q. MRIs, CT scans, x-rays.

21 A. Yes. We would refer the patients out where it  
22 was more convenient for the patients.

23 Q. And most of the time, that would have been

1 A. Yes, we did.

2 Q. And who was it that you hired as the first  
3 attorney you hired to represent you in discussions  
4 with the hospital relating to the camera issue?

5 A. Ed Kabala.

6 Q. And did you also work with Marc Raspanti?

7 A. Yes.

8 Q. But Mr. Kabala came first, I guess?

9 A. That's true.

10 Q. At some point, did the hospital come to you  
11 with concerns that by getting this nuclear camera that  
12 you would be violating a hospital policy on  
13 non-competition?

14 A. Yes.

15 Q. Was that Mr. Leonhardt that came to you?

16 A. I don't recall.

17 Q. Did he do that -- do you recall whether he  
18 spoke with you orally about it or whether he wrote you  
19 a letter?

20 A. Both were done. Orally, and then a letter was  
21 sent, too.

22 Q. I will go through some documents later, but I  
23 just want to kind of walk through the general stages

1 A. Yes.

2 Q. So you didn't see it as a mere bluff?

3 A. That's true.

4 Q. Basically, what the hospital was telling you  
5 was that if you are in a business that is in  
6 competition with the hospital, you are not entitled to  
7 have staff privileges with the hospital, correct?

8 A. That's true.

9 MR. MULHOLLAND: Objection to the  
10 characterization of what the hospital may or  
11 may not have told him.

12 Q. That was your understanding of what the  
13 hospital position was, correct?

14 A. That's true.

15 Q. Now, you stated you didn't believe it was a  
16 bluff; but did it also become apparent to you that the  
17 hospital would rather not terminate your privileges,  
18 but would rather work out some kind of arrangement  
19 with you?

20 A. That started appearing later in the course,  
21 much later in the course. Initially, it was not  
22 obvious.

23 Q. Who made the first proposal that you and the



1 hospital enter into some kind of arrangement regarding  
2 the camera, whether it be an under arrangements, a  
3 joint venture, or a sublease? Was it the hospital, or  
4 was it V&S that initially made that proposal?

5 A. Well, the under arrangements was offered by the  
6 hospital. That was brought in by the hospital, and  
7 the sublease was discussed at the hospital attorney's  
8 office, but who brought it up, I don't recall.

9 Q. Initially, the discussions between you and the  
10 hospital focused on an under arrangements venture; is  
11 that right?

12 A. That's true.

13 Q. What was your understanding of what this under  
14 arrangements venture would entail?

15 A. The under arrangements model, as far as I  
16 remember, would entail -- it would be a group of  
17 physicians who would buy the radiology services  
18 machines and then lease it to the hospital, and the  
19 hospital would perform the test and pay the group the  
20 amount of the lease.

21 Q. And it was envisioned, I suppose, that you and  
22 Dr. Vaccaro and other physicians on the medical staff  
23 at the hospital would be involved in this under

1 arrangements venture, correct?

2 A. That's true.

3 Q. Was the purpose of the anticipated venture or  
4 the scope of the venture limited to the use of nuclear  
5 imaging equipment, or was it broader than that?

6 A. It was broader than that.

7 Q. What else did it entail?

8 A. CT scans and MRIs.

9 Q. So, basically, all different kinds of radiology  
10 tests would be done through this under arrangements  
11 venture; is that correct?

12 A. I don't know any more, but CT scan, MRI, and  
13 nuclear camera.

14 Q. Right, Doctor. I am just trying to get a  
15 picture of what you all were talking about at the  
16 time, because I understand, it never actually came to  
17 pass, did it?

18 A. No.

19 Q. Now, the hospital wanted you guys to contribute  
20 your nuclear camera as part of the venture, correct?

21 A. Say that again.

22 Q. The hospital wanted you, V&S, to contract your  
23 nuclear camera to be used as part of this under

1 arrangements venture, correct?

2 A. I don't recall what went on in that regard.

3 Q. But was there -- did you guys take the position  
4 at some point that under the proposal, you all were  
5 getting -- you all were, basically, getting a raw  
6 deal, because if there were 25 positions, each of you  
7 would have 1/25th, but that you were also contributing  
8 the nuclear camera?

9 A. I don't recall that discussion.

10 Q. But for one reason or another, the discussions  
11 regarding the under arrangements venture never came to  
12 fruition, correct?

13 A. That is true.

14 Q. Is it fair to say that the hospital was the one  
15 really pushing the under arrangements venture, and you  
16 guys were the ones who weren't really sold on it?

17 MR. RYCHCIK: Objection as to the form of  
18 the question.

19 MR. MULHOLLAND: Same objection.

20 A. No. We actually took the position to promote  
21 the joint venture and actually we talked to other  
22 physicians to come join us; but most of the physicians  
23 said, "If you are in it, we are not going to join it."

1 So it is because of lack of cooperation from the staff  
2 that it didn't go through.

3 Q. Then do you recall who initiated the proposal  
4 that instead of doing an under arrangements venture,  
5 you instead entered into a sublease arrangement with  
6 the hospital?

7 A. As I said before, I don't recall who actually  
8 proposed it, but it was in a meeting.

9 Q. Was this sublease proposal something that was  
10 sort of raised at the end of the day, or was it  
11 something that you all had been talking about for a  
12 long time?

13 A. I didn't understand your question.

14 Q. Was the sublease proposal something that was  
15 sort of thrown out at the end of the day after the  
16 under arrangements venture talks kind of stalled, or  
17 was it something that you had been contemplating all  
18 along as an alternative?

19 A. No.

20 Q. No to which part of that?

21 A. No. It was something that was brought up  
22 towards the end of the day.

23 Q. And were you looking to get, sort of, the same

1 return whether it was done as an under arrangements or  
2 as a sublease?

3 A. I don't understand that.

4 Q. Were you at V&S, in discussing the sublease  
5 proposal, were you essentially attempting to replicate  
6 your expected returns that you would have gotten if  
7 the under arrangements venture had gone through to  
8 your satisfaction?

9 A. The sublease discussion did not really start  
10 when we were doing the under arrangements venture, so  
11 the expectations could not be there.

12 Q. Did you have a face-to-face meeting -- between  
13 you guys and the hospital and the attorneys that was  
14 dedicated to a discussion of the lease arrangement at  
15 some point?

16 A. I don't recall.

17 Q. But at some point, you ended up entering into a  
18 sublease arrangement with the hospital whereby you  
19 subleased the nuclear camera to the hospital, correct?

20 A. That's true.

21 Q. And as part of that lease arrangement, the  
22 payments to you consisted of really two things: One,  
23 a pass-through payment for the rent that you were

1 paying to GE --

2 A. Uh-huh.

3 Q. And then a second component for all other  
4 promises under the sublease arrangement, correct?

5 A. That's true.

6 Q. And one of those promises was a non-compete  
7 agreement that you agreed, essentially, not to compete  
8 with the hospital in this nuclear imaging area?

9 A. I believe so.

10 Q. Now, at some point after you entered into the  
11 sublease, did you change cameras?

12 A. Yes.

13 Q. And do you know how long it was after you  
14 entered into the lease, entered into the sublease,  
15 that you changed cameras?

16 A. I don't know the exact date.

17 Q. Did you have to buy out the remaining term of  
18 the original camera?

19 A. Yes.

20 Q. So do you know how much you paid GE for that?

21 A. No.

22 Q. But some of that was paid to GE?

23 A. That's true.

1 Q. Was that paid by you or by the hospital?

2 A. The hospital pays us, and then we paid GE.

3 Q. And then you, V&S, entered into a new lease  
4 with GE for a new camera, correct?

5 A. It is not GE. It is Phillips now.

6 Q. I'm sorry, Phillips.

7 A. That's true.

8 Q. Did you enter into a new sublease with the  
9 hospital?

10 A. No.

11 Q. The old camera, the first camera, did that  
12 camera ever make its way over to the hospital, or did  
13 it stay in your office?

14 A. It stayed in our office.

15 Q. The new camera, did it stay in your office, or  
16 did it go to the hospital?

17 A. It went to the hospital.

18 Q. Did it go to the hospital immediately or --

19 A. Immediately.

20 Q. So there was never any period of time where it  
21 was at your office?

22 A. That's true.

23 Q. And there is no new lease agreement, sublease

1 agreement, between the hospital and you relating to  
2 the new camera?

3 A. That's true. The reason is that when we signed  
4 the sublease, there was a provision in there that  
5 would upgrade the camera, and that sublease covered  
6 the new camera.

7 Q. The payments from the hospital to you under the  
8 sublease, did they go up after you got the new camera?

9 A. It went up after we got the new camera, because  
10 the cost of subleasing went up.

11 Q. Essentially, the new camera was more expensive  
12 to lease for you, so the pass-through cost to the  
13 hospital --

14 A. The pass-through cost went up.

15 Q. -- went up accordingly?

16 A. Yes.

17 Q. Now, while the old camera -- the old camera,  
18 you said, stayed on your premises. Did the hospital  
19 pay you any rent to keep that hospital on your  
20 premises?

21 MR. RYCHCIK: Keep that hospital?

22 MR. SIMPSON: I'm sorry.

23 MR. RYCHCIK: Do you mean to keep the



1 Q. When you say it came out, how did it come?

2 A. What?

3 Q. You say it came out. How --

4 MR. SIMPSON: Could you read back the  
5 portion of his testimony where he said it came  
6 out something?

7 (Previous answer read back.)

8 Q. And when you are talking about the pure  
9 competition, that is the competition on the nuclear  
10 camera, correct?

11 A. That's true.

12 Q. So the only revenue stream that the hospital  
13 was losing as a result of the competition was for the  
14 nuclear camera tests that you were doing, correct?

15 A. The tests that we used to do in the hospital,  
16 yes.

17 Q. And was it your belief that the hospital was  
18 wanting you to do those tests in the hospital, instead  
19 of in your office?

20 A. No. They wanted us not to do them in the  
21 office. Anywhere else, it didn't matter to them.

22 Q. But they expected that given your prior  
23 referral patterns, most of those tests would be done

1 at their facility?

2 MR. RYCHCIK: Objection as to the form of  
3 the question.

4 MR. MULHOLLAND: Same objection.

5 A. It would go to the pattern prior of referral.

6 Q. And as you previously testified, most of them  
7 would go to Bradford?

8 A. Yes. Most of the tests were done in Bradford.

9 Q. Did you ever threaten to take your nuclear  
10 camera referrals away from Bradford and send them all  
11 to Olean or someplace else?

12 A. I don't recall.

13 MR. MULHOLLAND: Before you go on to the  
14 next exhibit, Mr. Simpson, I just want to state  
15 that the fact that this document was produced  
16 and does have some references to peer review  
17 information doesn't constitute a waiver by the  
18 hospital where a peer review privilege may  
19 attach to that information.

20 MR. RYCHCIK: I was going to say that I  
21 think, quite frankly, this was inadvertently  
22 produced without redactions from the standpoint  
23 of peer review privileges.

1 Q. Now, if you can go back to Exhibit 9, in  
2 Exhibit 9, Mr. Leonhardt says his thoughts about the  
3 agenda for the meeting, and one of the things he says  
4 should be on the agenda is whether there is any  
5 interest in working together through a joint venture  
6 or other appropriate means with regard to the nuclear  
7 camera, correct?

8 A. Uh-huh.

9 Q. Now, was that actually a topic that was  
10 discussed at the meeting?

11 A. The joint venture?

12 Q. Yes.

13 A. Yes.

14 Q. Do you know if a lease option was raised during  
15 that meeting?

16 A. No.

17 Q. That would have come later on in the process?

18 A. Much later, yes.

19 Q. If you could flip to the second page of Exhibit  
20 10, please, in the top paragraph, you state that, "We  
21 also advised you that we would be willing to discuss a  
22 true joint venture with the hospital on any expansion  
23 that it wants to make, and we further advised that we

1 would, solely in the spirit of compromise, be willing  
2 to discuss a true and equal joint venture on the  
3 nuclear camera if your attorneys can come up with a  
4 proposal that they think is legal in today's  
5 environment (and our attorneys agree)."

6 A. Yes.

7 Q. What were you talking about when you referred  
8 to a true and equal joint venture and underlined the  
9 word "equal"?

10 A. I don't remember what it meant at that time.

11 Q. And when you referred to "solely in the spirit  
12 of compromise," what was the issue you were intending  
13 to compromise on?

14 A. Well, our thought was, you know, that we have  
15 opened up a nuclear camera, and that's the business we  
16 wanted to do. We didn't want to do anything else at  
17 that point. We were thinking about further expansion.  
18 So the economic credentialing issue came up because of  
19 the nuclear camera, and then we have been fighting for  
20 some time between the legal advice from both sides,  
21 and as you know, it becomes very expensive and tiring,  
22 so we really didn't want to continue going in that  
23 direction and to the point of litigation and go

1 through the expense of that. So that we wanted to  
2 come up with something that is more compromising for  
3 both of us.

4 Q. And the issue that you all were compromising on  
5 was the economic credentialing issue, correct? I  
6 mean, that is what was driving the dispute?

7 A. That's right.

8 Q. Now, did you say you -- did you just say you  
9 were or were not intending to expand the practice  
10 farther?

11 A. We were.

12 Q. You were? Can you flip back to the previous  
13 page, the first page of Exhibit 10?

14 A. Yes.

15 Q. In the next-to-the-last paragraph, it starts  
16 off by saying, "We do want the Board to understand, as  
17 we hope we made you understand, that it is not the  
18 intent of Dr. Vaccaro and myself to expand the  
19 ancillary services provided by our office."

20 How is that statement consistent with what you  
21 just said about that you were wanting to expand?

22 A. Well, we definitely were wanting to expand, but  
23 maybe at this point because of our discussion with the

1 A. By the legal counsel, yes.

2 Q. Without telling me anything your attorneys told  
3 you, apart from advice that you might have received  
4 from the counsel, did you have any independent  
5 knowledge about legal requirements relating to Stark  
6 or the anti-kickback statute?

7 A. Yes. We had the basic understanding.

8 Q. And how did you have that understanding?

9 A. From reading the articles and discussion among  
10 the colleagues.

11 Q. Is that something you had done before this  
12 issue ever arose, or was that work that you did after  
13 the issue arose, because you were trying to  
14 familiarize yourself with it?

15 A. I can't tell you the time frame.

16 Q. What was your basic understanding as to what  
17 the anti-kickback statute provided?

18 A. The statute -- you know, you cannot get paid  
19 for any kind of referrals, and any arrangement that  
20 goes along should be a fair market value arrangement.

21 Q. And does your understanding or did your  
22 understanding at the time of the Stark statute differ  
23 from that in any way?

1 A. No.

2 Q. I will show you Exhibit 11, please.

3 (Saleh Deposition Exhibit No. 11 was  
4 marked for identification.)

5 Q. Exhibit 11 is a June 26th, 2002 letter from  
6 George Leonhardt to you and Dr. Vaccaro. I guess,  
7 first, of course, I want to ask if you recall  
8 receiving this letter from Mr. Leonhardt?

9 A. No.

10 Q. Do you recall receiving any communications from  
11 Mr. Leonhardt discussing the Stark law?

12 MR. RYCHCIK: When you are done reading  
13 why don't you repeat the question for the  
14 doctor?

15 Q. Do you recall Mr. Leonhardt ever communicating  
16 with you about the Stark law?

17 A. Well, we had discussions regarding the Stark  
18 law, yes.

19 Q. And were these discussions with or without the  
20 presence of counsel?

21 A. With and without, both.

22 Q. What did Mr. Leonhardt tell you about the Stark  
23 law?

1 A. I don't remember the exact --

2 MR. RYCHCIK: Again, the -- okay.

3 A. I don't remember the exact statement, the  
4 discussion that was done.

5 Q. Did he reassure you that any proposed venture  
6 would satisfy the Stark law?

7 A. Well, what we talked about is any venture that  
8 is going to go through should qualify through the  
9 Stark law.

10 Q. So you discussed the need to qualify with the  
11 Stark law, but did you ever have discussions with him  
12 about whether any proposed arrangement actually  
13 complied with the Stark law?

14 A. I don't recall that.

15 Q. Now, you will agree that this letter, this  
16 letter talks about structuring an under arrangements  
17 deal to comply with the Stark law, correct?

18 A. Yes.

19 Q. Did you ever receive a similar communication  
20 from Bradford about the need for the sublease  
21 arrangement to comply with the Stark law?

22 A. I don't recall.

23 Q. Do you recall any communication from Bradford



1 about the need for the sublease arrangement to comply  
2 with the anti-kickback statutes?

3 A. Well, we had several discussions between  
4 counsel and ourselves, and several letters have been  
5 sent back and forth regarding the anti-kickback and  
6 the Stark law to make sure it complies with that.

7 Q. Yeah. I am asking specifically the sublease  
8 arrangement and not the under arrangements venture.  
9 Did you have those discussions with respect to the  
10 sublease arrangement?

11 MR. RYCHCIK: Again, you are talking about  
12 conversations not with his counsel?

13 Q. I am not asking about your conversations with  
14 your own attorney unless Bradford was present. But I  
15 am asking about any discussions you had with Bradford  
16 or with your attorneys and Bradford participating,  
17 dealing with the sublease complying with the Stark  
18 statute.

19 A. Yes, I remember discussions where we did talk  
20 about it.

21 Q. And were those discussions along the lines of,  
22 "It needs to comply with the Stark statute," or were  
23 they along the lines of, "This arrangement does in

1 fact comply with the Stark statute"?

2 A. Both.

3 Q. Both?

4 A. Yes.

5 Q. Tell me what discussions you had with Bradford  
6 or with your attorneys with Bradford participating  
7 where anybody told you that the proposed sublease  
8 arrangement complied with the Stark statute?

9 A. Can you repeat the question?

10 Q. Yes. I want you to describe for me any  
11 conversations you had or discussions or communications  
12 that you had with Bradford or that you had with your  
13 attorneys while Bradford was participating in the  
14 discussion where anybody told you that the proposed  
15 sublease arrangement, in fact, did comply with the  
16 Stark statute?

17 A. I don't remember any such particular discussion  
18 that I can --

19 Q. When you say you don't remember it, do you  
20 mean, "I don't know if that has occurred," or, "I know  
21 it occurred, but I just can't remember the specifics"?

22 A. That's right.

23 Q. The latter one?

1 A. The latter one.

2 Q. Who would have been telling you that it did  
3 comply? Would that have been your attorneys or  
4 Bradford?

5 A. The counsel. I can't tell you which one.

6 Q. You don't know which one?

7 A. I don't know.

8 Q. I'm going to ask you a question and your  
9 attorney is going to object, but I'm going to ask it  
10 anyway to give him the chance to object. Okay? So  
11 don't answer it, because he is going to tell you not  
12 to.

13 A. Okay.

14 Q. Did your attorneys ever advise you that the  
15 sublease arrangement as it was actually entered into,  
16 in fact, did comply with the Stark statute?

17 MR. RYCHCIK: Objection. I'm going to ask  
18 you not to -- I'm going to advise you not to  
19 testify regarding communications with your  
20 counsel.

21 Q. Now I want to follow up the question by asking  
22 you this: Is it your contention -- do you contend in  
23 this lawsuit that you relied on the advice of your

1 Q. Your answer was that --

2 A. Not at this time, no.

3 Q. Is it your contention that you relied upon  
4 Bradford's assurance that the sublease arrangement  
5 complied with the Stark statute?

6 A. What is the question again?

7 Q. I just asked you whether you were relying upon  
8 your own attorney's advice. Now, I am asking you did  
9 you rely -- in entering into the sublease agreement,  
10 did you rely upon Bradford's assurances that the  
11 arrangement complied with the Stark statute?

12 MR. MULHOLLAND: Objection to the form in  
13 that it assumes any assurances were made.

14 MR. RYCHCIK: Same objection.

15 Q. I don't think it assumes that. That is part of  
16 the question. I will do it this way.

17 Did Bradford ever assure you that the sublease  
18 arrangement complied with the Stark statute?

19 A. Not in so many words; but when we have the  
20 advice of counsel there and both sides are present and  
21 they are talking about the Stark law and the  
22 anti-kickback statutes, it is our assumption when we  
23 entered into the lease that it is complying with the

1 laws.

2 Q. Because, otherwise, they would have told you  
3 differently?

4 A. They would have told us not to do that.

5 Q. Does the same answer go for the anti-kickback  
6 statute?

7 A. Yes.

8 Q. Let me show you Exhibit 12.

9 (Saleh Deposition Exhibit No. 12 was  
10 marked for identification.)

11 Q. I'm showing you Exhibit 12, which is a July 30,  
12 2002 letter from George Leonhardt, and one is  
13 addressed to Dr. Vaccaro, however, on the second and  
14 subsequent pages, the letter pages, the letter says,  
15 "Letter to Medical Staff." Do you recall ever seeing  
16 this letter?

17 MR. RYCHCIK: Why don't you take a look at  
18 it first?

19 Q. Do you know whether you had received this  
20 letter?

21 A. Yes.

22 Q. Did you receive a separate copy of the letter  
23 addressed to you, or did you just see the one that was

1 is not expected that the per diem would be a mere cost  
2 pass-through, but it would be set to provide a fair  
3 allocation of the risks and the rewards of the  
4 arrangement between BRMC and my clients."

5 To your understanding, what would be the  
6 rewards to Bradford of a leasing arrangement?

7 A. What are the rewards to Bradford?

8 Q. Uh-huh.

9 A. Well, I think the rewards for both the parties  
10 would be to end the conflict which has lasted almost  
11 two years and the legal fight that we have entered,  
12 which has cost a significant amount of money on both  
13 parties, so that would be the reward for both parties.

14 Q. Wouldn't another reward for Bradford be that  
15 the tests that you were doing in your office, you  
16 wouldn't be doing them in your office anymore, so they  
17 would get more of that business?

18 MR. RYCHCIK: Objection to the form of  
19 that question.

20 A. Another reward would be that the tests would be  
21 done not in our office, and we wouldn't be in  
22 competition anymore.

23 Q. Right. And per your usual referring patterns,

1 most of the tests would go to Bradford?

2 MR. RYCHCIK: Objection as to the form of  
3 the question.

4 MR. MULHOLLAND: Same objection.

5 Q. You didn't tell Bradford, "We are going to do  
6 this lease, and then I'm going to stop referring to  
7 you, and I'm going to send them to Olean," did you?

8 A. No, I didn't.

9 MR. RYCHCIK: Objection.

10 A. I didn't tell them that we are going to get  
11 into this lease and start referring the patients to  
12 you, either.

13 Q. But your expectation was that you were going to  
14 go back to the way you were doing it before?

15 MR. RYCHCIK: Objection as to the form of  
16 the question.

17 Q. Correct?

18 A. Yes.

19 Q. And in point of fact, it wouldn't make much  
20 sense for Bradford to enter into this arrangement if  
21 you were going to refer all of your patients to  
22 Bradford, correct?

23 MR. RYCHCIK: Objection as to the form --

1 the question.

2 A. I don't remember the numbers. I mean, I  
3 remember there were a lot of numbers being thrown out  
4 at that meeting, a lot of brainstorming going on to  
5 come to some kind of mutual numbers.

6 Q. Was the purpose of that meeting to discuss the  
7 details of the lease arrangement?

8 A. I don't recall that.

9 Q. Do you know whether at that time you had  
10 already decided the lease arrangement was the way to  
11 go, as opposed to the under arrangements venture?

12 A. No. There was no time during our discussion it  
13 was decided that the lease was the preferred way as  
14 opposed to the under arrangements. Under arrangements  
15 was always on the table, and since the under  
16 arrangements was taking so much time and needed the  
17 approval of OIG, in the interim, the lease was being  
18 made as an alternative.

19 Q. I guess I should rephrase that. At the time of  
20 this meeting, had it been decided to go forward with  
21 the lease arrangement now instead of the under  
22 arrangements venture, and then to try to continue to  
23 see if the under arrangements venture would be worked



1 out?

2 A. It was decided that we could look into it in  
3 more detail at this time.

4 Q. Now, the letter says that you initially  
5 proposed a five-year \$2,000 per day lease. Is it your  
6 testimony you don't know whether that number is  
7 accurate?

8 A. I don't recall the numbers.

9 Q. So you also don't recall whether at the end of  
10 the day you agreed to a \$1,500 per day lease over five  
11 years?

12 A. (The witness shakes his head.)

13 Q. You have to --

14 A. No, I don't recall.

15 Q. Do you recall that at the end of the day you  
16 did come to what you thought was an agreement on some  
17 number?

18 A. I don't recall that, either, whether we made a  
19 deal on that day or not.

20 Q. Do you recall what went in to your number,  
21 whatever it was, or how you arrived at whatever number  
22 you arrived at?

23 A. Yeah. That is based on certain facts that was

1 the amount of income that we were generating from the  
2 nuclear camera business, the up-front cost of the  
3 nuclear camera itself, and the costs that we will  
4 continue to incur as part of the lease that we have to  
5 pay to GE, and the fact that we are going to lose our  
6 ability to complete the further expansion of MRI and  
7 CT scans, so those were all factored in to come to  
8 some kind of a number.

9 Q. But the lease agreement -- did the lease  
10 agreement prevent you from competing on MRIs and CT  
11 scans or only from nuclear imaging?

12 A. It prevents us from competing on nuclear  
13 medicine, and it asks us for right of first refusal  
14 for MRI and CT scan.

15 Q. Do you recall what the hospital's position was  
16 at this meeting about the per diem numbers that you  
17 had proposed?

18 A. I don't recall that.

19 Q. You don't recall what the hospital's reason was  
20 for saying your number was too much?

21 A. No, I don't recall.

22 MR. SIMPSON: We will make that Exhibit

23 22.

1 month.

2 Q. Is this one of the documents that comes out at  
3 the end-of-the-the-month report?

4 MR. RYCHCIK: Are you talking about this  
5 time period or these dates?

6 MR. SIMPSON: Yes. The time period when  
7 these date are.

8 Q. I am trying to figure out if this is a  
9 routinely printed document printed at that time or was  
10 this printed out for a special reason?

11 A. I don't think it was a routinely printed out  
12 document, so it must have been prepared to get some  
13 information.

14 Q. You don't know how you used that information?

15 A. That is right. It could just be for our own  
16 purposes.

17 Q. I'm going to mark as Exhibit 30 all the  
18 documents you handed to us this morning.

19 (Saleh Deposition Exhibit No. 30 was  
20 marked for identification.)

21 Q. Exhibit 30 is Bates labeled 3154 through 3170.  
22 The first page is a statement of October 2003. Is  
23 this a statement for -- what is this first page?

1       A.     This is a statement that we sent to the  
2     hospital when the hospital was using the nuclear  
3     camera at our facility.

4       Q.     So the \$4,879.84 is your bill to the hospital  
5     for the rent --

6       A.     The cost.

7       Q.     -- the cost of keeping the camera on your site?

8       A.     Not just the cost. It includes the running of  
9     the camera, too.

10      Q.     But it is payments that they are making to you  
11     for keeping the camera at your facility instead of at  
12     the hospital, right?

13      A.     Yes.

14      Q.     And those payments are in addition to the other  
15     payments that would be under the sublease?

16      A.     That's true.

17      Q.     And the next page is a copy of their check to  
18     you for that amount, it looks like?

19      A.     Yes.

20      Q.     And the next page 3156 is a similar statement  
21     for November of 2003, correct?

22      A.     Yes, sir.

23      Q.     Then the next page, it says, "Receipts," and

1 there is no date on it, though, that I can see. Is  
2 this a -- how can you tell what period this is for?

3 A. It is after November, because it says November  
4 rental statement.

5 Q. Oh, I see. Okay. So this is, basically, your  
6 receipt for the payment that you received, and you  
7 received a total -- the top line is "Total receipts,  
8 \$24,922.31." What is that payment? What is that?

9 A. That is the payment received by use of the  
10 nuclear camera.

11 Q. Is that the sublease payment?

12 A. No. The way it was handled initially was after  
13 it came into the contract with the hospital for  
14 sublease, then the camera stayed at our facility for  
15 several months, and then used in our facility; and  
16 when it was used, we continued to provide the  
17 services, but the income that was generated from that  
18 date on was the hospital's money.

19 So this is the income brought in from that day  
20 on, and then you can see that there are expenses that  
21 are deducted. So whatever it was less was there, and  
22 then their rental statement, and then the actual  
23 payment to BRMC was made of this much dollars.

1 Q. So this was a payment made by you to BRMC?

2 A. Yes.

3 Q. So the 424,922 is payments that you received  
4 from --

5 A. That's right.

6 Q. -- from --

7 A. The operation of the nuclear camera.

8 Q. At that point, were you billing for the tests?

9 A. Yes.

10 Q. So you were billing for them, and then you were  
11 collecting --

12 A. Right.

13 Q. So the camera had been subleased to Bradford at  
14 that time?

15 A. Right.

16 Q. But Bradford wasn't billing for the tests?

17 A. That's true.

18 Q. You were billing -- you would collect payment  
19 from insurers or whoever, and then you would subtract  
20 out a 10 percent billing charge, correct?

21 A. Yes.

22 Q. And then you would also subtract out a 24  
23 percent reading charge for Dr. O'Donnell?

1 A. Yes.

2 Q. Now, is that 24 percent reading charge, is that  
3 a pass-through charge?

4 A. Yes. It goes to Dr. O'Donnell.

5 Q. You weren't making any profit on that number?

6 A. I don't remember exactly.

7 Q. And then there is something for medication  
8 receipts. What is that?

9 A. Like Cardiolite and all the medication that is  
10 used, you buy the medication, and then the insurance  
11 company pays you for that.

12 Q. So that would be for medication, would you have  
13 any profit on that number?

14 A. No.

15 Q. So that is your actual cost of purchasing the  
16 medication that was used in the test that you are  
17 performing for Bradford?

18 A. That's true.

19 Q. So when you subtract out that, you come to the  
20 9,180.76, and then you subtract out the rental payment  
21 that they owed you, and you come to 4,593.94, which  
22 you paid to them?

23 A. That's true.

1 Q. And then the next two pages show the same stuff  
2 for December of 2003?

3 A. Uh-huh.

4 Q. And then the next page shows a statement for  
5 January of 2004, but I don't see any receipts page, a  
6 similar receipts page for January of 2004, and did you  
7 think that was omitted, or did they cheat you that  
8 month? No offense.

9 A. No. I think maybe the receipt was not enough  
10 to go along with that in that month. So, therefore,  
11 it was totaled with the February statement. After the  
12 February statement, you can see.

13 Q. So you got the February statement on page 3161,  
14 and then on 3162, you have the February receipts page,  
15 just like we discussed before, which reflects that you  
16 all ended up making a payment to Bradford of 7652?

17 A. That's true.

18 Q. And then that includes -- does that include --  
19 is this, like, a two-month type page? Does that  
20 include January and February?

21 A. No. It just saves that February statement, so  
22 that did not include a January statement. So if you  
23 go farther, you can see --



1 Q. But your total receipts for that period are  
2 42,000 plus, which is substantially more than the  
3 27,000?

4 A. Because this is probably two months.

5 Q. So it is two months of receipts, less two  
6 months of expenses?

7 A. Yes.

8 Q. And then you have the same thing the next  
9 couple of pages for March of 2004, and then the next  
10 two pages are the same thing for April of 2004; and  
11 then you have a statement from May of 2004, correct?

12 A. That is true.

13 Q. But there is no separate receipts page?

14 A. That's right.

15 Q. And then a statement for June and then a  
16 receipts page following that, which looks like it  
17 includes monies from several months.

18 A. Yes.

19 Q. But if you take all of these receipts pages,  
20 they cover that whole period that the statements refer  
21 to?

22 A. Right.

23 Q. And in the last couple of months there, say,

1 May -- in May, there is a rent charge of 2,500 and a  
2 secretarial support of 1,000, and then in June, there  
3 is a 25 rent, and no secretarial support. There are a  
4 lot of things that were included in previous months  
5 that aren't included in those months?

6 A. They stopped doing the stress test at that  
7 time, so there is no fee for secretarial support or  
8 other support.

9 Q. So at this time, the equipment was in your  
10 office, but it wasn't being used?

11 A. That particular month.

12 Q. So in April it was not used?

13 A. April?

14 Q. Page 3165?

15 A. April, right.

16 Q. And then for May, it was not used, correct?

17 A. Correct.

18 Q. And then in June it was also not used?

19 A. Right.

20 Q. So let's say in April, May, and June, it wasn't  
21 being used?

22 A. That is right.

23 Q. Do you know if the hospital -- had you gotten

1 the new equipment at that time, the new camera by that  
2 time?

3 A. I don't know for sure if that is the time  
4 period.

5 Q. Let me ask you this: Did you return the old  
6 camera at the same time you got the new camera, or was  
7 there an overlap?

8 A. There was an overlap.

9 Q. There was an overlap of time when you had the  
10 old camera and Bradford had the new camera?

11 A. Yes.

12 Q. Let's look at the very last page of this  
13 exhibit, 3170. This is another vendor QuickReport  
14 like the ones we had talked about before.

15 A. Yes.

16 Q. So is that yet one more page?

17 A. This is just to show the amount that we have  
18 talked about in those statements, those are being paid  
19 to the hospital, so all the --

20 Q. These are not receipts by you? These are  
21 payments by you?

22 A. Yes.

23 Q. I understood they were --

1 this agreement, or upon the execution of the  
2 subsequent agreement?

3 A. No. The subsequent agreement.

4 Q. After you executed this agreement, you still  
5 kept the camera and operated it as your own?

6 A. That's true.

7 Q. No rights passed to the hospital with respect  
8 to the equipment under this lease --

9 A. Yes.

10 Q. -- under this agreement?

11 A. That's true.

12 (Saleh Deposition Exhibit No. 32 was  
13 marked for identification.)

14 Q. I am showing you Exhibit 32, and is this a copy  
15 of the actual Equipment Sublease that was executed?

16 A. Yes.

17 Q. And was it executed on October 1, 2003?

18 A. That is what the date says.

19 Q. I'm sorry. Actually, will you flip over to  
20 page 17 which is Bates labeled 0316?

21 A. It was signed 9-22-03.

22 Q. But it was effective as of October 1st?

23 A. October 1st.

## C E R T I F I C A T E

COMMONWEALTH OF PENNSYLVANIA :  
: SS.:  
COUNTY OF ALLEGHENY :

I, Joy A. Hartman, a Notary Public in and for the Commonwealth of Pennsylvania, do hereby certify that before me personally appeared KAMRAN SALEH, M.D., the witness herein, who then was by me first duly cautioned and sworn to testify the truth, the whole truth and nothing but the truth in the taking of his oral deposition in the cause aforesaid; that the testimony then given by him as above set forth was reduced to stenotypy by me, in the presence of said witness, and afterwards transcribed by computer-aided transcription under my direction.

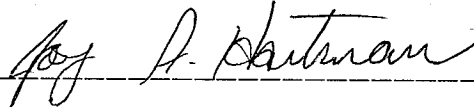
I do further certify that this deposition was taken at the time and place specified in the foregoing caption, and signature was not waived.

I do further certify that I am not a relative of or counsel or attorney for any party hereto, nor am I otherwise interested in the event of this action.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of office at Pittsburgh, Pennsylvania, on this 14th day of August, 2007.

The foregoing certification does not apply to any reproduction of this transcript in any respect unless under the direct control and/or direction of the certifying reporter.

Commonwealth of Pennsylvania  
NOTARIAL SEAL  
JOY A. HARTMAN, Notary Public  
City of Pittsburgh, County of Allegheny  
My Commission Expires May 9, 2010

  
Joy A. Hartman, Notary Public  
in and for the Commonwealth of  
Pennsylvania

My commission expires May 9, 2010.